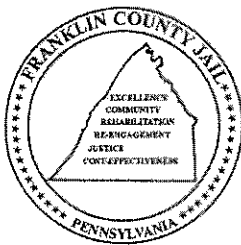


EXHIBIT

"1A"



Franklin County Jail
1804 Opportunity Avenue
Chambersburg, PA 17201-3091
Voice: 717-264-9513 Fax: 717-264-6766
TDD: 717-264-8474

Daniel S. Keen - Warden
Russell R. Rouzer - Deputy of Operations
Michelle Weller - Deputy of Treatment
Carol Lemaster - Deputy of Records
Tammy J. Heckman - Business Manager

AGREEMENT WITH UNITED CHURCHES OF THE CHAMBERSBURG AREA

This Agreement is made and entered on (M/D/Y) December 2, 2012, by and between the Board of Commissioners of Franklin County, PA (hereinafter referred to as the "County") and the United Churches of the Chambersburg Area (hereinafter referred to as the "Churches").

A. RESPONSIBILITIES OF CHURCHES

1. Churches shall secure and provide chaplain services to the Franklin County Jail. This Agreement contemplates that services shall be provided by one chaplain (hereinafter referred to as "Chaplain"); however Churches may provide additional qualified persons to ensure continuous and uninterrupted daily and weekly services.
2. Chaplain shall provide full-time chaplain services of not less than 40 hours each week to the Franklin County Jail, and as required for emergency situations or conditions.

B. COMPENSATION, TERM, AND TERMINATION

1. County shall pay Churches a total yearly consideration of \$15,000.
2. Churches shall provide Chaplain Services for a period of one year, commencing January 1st and continuing until December 31st of the year 2013.
3. This Agreement shall automatically renew for a period of one year at the expiration of the current term. Either party may terminate this Agreement for cause by giving written notice to the other party, which termination for cause may take effect immediately. Termination for cause shall be based upon failure of the other party to perform in accordance with the terms of this Agreement; conduct of any chaplain which is against the purpose of the Agreement; or performance of any act which would constitute an offenses of moral turpitude. Either party may terminate this Agreement without cause by giving written notice to the other party at least 90 days before such termination shall take effect.

C. IDEMNIFICATIONS AND WAIVER OF CLAIMS

1. Churches shall indemnify and save harmless County from any damages, claims, causes of actions, and costs which County may sustain in any manner whatsoever through misconduct, negligence and acts or commissions of Churches, its Churches, its Chaplains and agents while performing services under this agreement.

2. Chaplain and any person providing services pursuant to this Agreement shall acknowledge the inherent danger of working in the Franklin County Jail by either.
- A. Providing proof of liability insurance to County; or
 - B. Signing a waiver of claims for any damages sustained while on the premises of the Franklin County Jail as a result of the actions of the inmates. Said waiver shall state the County is not responsible for the safety of Chaplain or any person performing services under this agreement while in the Jail. Said waiver shall be kept on file with the County and shall be executed prior to any service being performed under this Agreement.
- D. **INDEPENDENT CONTRACTORS:** The parties acknowledge that Churches is an independent contractor, and neither Churches, the Chaplain, nor any of its agents, representatives or employees shall be considered agents, representatives, or employees of County.
- E. **DISCRIMINATION AND RELIGIOUS AFFILIATION.**
- 1. Churches, Chaplain, or any person serving under this Agreement shall not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, sexual orientation, or handicap in performing any services under this Agreement.
 - 2. The Agreement does not contemplate nor shall Churches, its agents, employees or servants in any way attempt propagation or recruitment or proselytizing or any individual religious faith. Services shall be provided to persons of any religious denomination and of no faith denomination.
- F. **GOVERNING LAW:** This Agreement shall be governed by the Law of the Commonwealth of Pennsylvania.
- G. **SEVERABILITY:** If any part or portion of this Agreement is deemed to be invalid by a Court of Law, all remaining portions shall be in full force and effect.
- H. **COMPLETE AGREEMENT:** This Agreement sets forth all the promises, agreements, Conditions and understanding between the parties. No subsequent alteration, amendments, Or change shall be made unless signed in writing by both parties.

IN WITNESS THEREOF, the parties set their hands and seals.

ATTEST:

UNITED CHURCHES OF CHAMBERSBURG

BOARD OF COMMISSIONERS

By: Rev. Jeffrey R. Diller Date: 12-12-12

By: [Signature] Date: 3/21/13

By: [Signature] Date: 3/21/13

By: [Signature] Date: 3/21/13

WARDEN OF THE FRANKLIN COUNTY JAIL

By: _____ Date: _____